

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493



Phone (803) 785-8175
Fax (803) 785-2240

September 21, 2021

Mr. Don Peters
Carolina Wrecking, Inc.
141 Cort Rd
Columbia, SC 29203

Re: CONTRACT AMENDMENT TWO (2)
RFQ NUMBER: 2017-RFPQ-09
CDBG DR HOUSING DEMOLITION AND RECLAMATION

Dear Mr. Peters:

Enclosed is a copy of the contract amendment between your company and Lexington County. Upon review and approval, please have each copy of the amendment signed and return one fully executed original of the amendment to my office within seven (7) calendar days. All pending change orders will not be processed until receipt of this amendment. In order to fully execute this document, make sure that it is dated properly.

We look forward to continuing to work with you on this project. Should you have any questions concerning this contract, please call me.

Respectfully,

A handwritten signature in black ink, appearing to read "SN Sharpe".

Shannon N Sharpe
Procurement Officer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) **CDBG DR HOUSING BUYOUT**

AMENDMENT OF CONTRACT

THIS AGREEMENT, entered this, the 21st day of September 2021 by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and **Carolina Wrecking, Inc., 141 Cort Rd, Columbia, SC 29203** (hereinafter referred to as "Company").

WITNESSETH:

WHEREAS, the parties did, on September 1, 2017, enter into a contract for providing the **CDBG DR Housing Buyout** for the County of Lexington and;

WHEREAS, the parties desire to amend said contract as hereinafter set forth effective September 21, 2021.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises in said contract and all amendments, thereto, it is mutually covenanted and agreed as follows:

Amend the following items to the contract:

ADD:

APPENDIX B

Contractor shall not proceed with any project activity and/or work without written consent of the County of Lexington, or its designated sub-recipient, and/or a valid purchase order.

Contractor shall complete all demolition activities within ninety (90) days of being issued a Notice to Proceed.

(a) If the Contractor anticipates an inability to meet the deadline due to rain or other circumstances outside of their control, then the Contractor must submit in writing requests for extension to the County Procurement office. Within five business days of receipt, the County will notify the Contractor of Approval, Denial, or request for additional documentation

(b) If the Contractor fails to meet the 90 day deadline, then the Contractor will be charged \$100 per day in liquidated damages until the scope of work is complete.

(c) 60 days after the County and Contractor has cleared the property, the County Inspector will again inspect the property. If the inspector finds anything wrong with the property, then the Contractor will be expected to return to the property for corrections. Upon final inspection certification, 10% retainage will be released to the contractor for final closeout.

CHANGE:

~~**CDBG DR HOUSING DEMOLITION AND RECLAMATION**~~
CDBG – DR and MITIGATION HOUSING DEMOLITION AND RECLAMATION

IN WITNESS WHEREOF, the parties hereto have executed this amendment to the contract as of this 21 day of September 2021.

COUNTY OF LEXINGTON, SC

BY: Madison Stack
Madison Stack
Director of Procurement

Attest: SN Sharpe
Shannon N Sharpe
Procurement Officer

CAROLINA WRECKING INC.

BY: D. E. K...
TITLE: Project Manager

Attest: Dennette